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ELECTRONICALLY
FILED
Superior Court of California,
County of San Francisco
03/04/2025
Clerk of the Court
BY: SAHAR ENAYATI
Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN FRANCISCO

SABER ABUZAHRA

Plaintiff,

v.

TRINITY TOWERS G2 LLC; 33 8TH STREET LLC; ABODE SERVICES; GREYSTAR CALIFORNIA, INC. D/B/A/ GREYSTAR; DOES 1-10,

Defendants.

Case No.: **CGC-25-622952**

(Unlimited Civil Case)

COMPLAINT FOR:
(1) BREACH OF CONTRACT
(2) FRAUD IN CONTRACT FORMATION IN VIOLATION OF CIVIL CODE SECTIONS 1572, 1709 & 1710
(3) WRONGFUL EVICTION IN VIOLATION OF THE SAN FRANCISCO RENT ORDINANCE
(4) DISCRIMINATION IN VIOLATION OF THE FAIR HOUSING AND EMPLOYMENT ACT
(5) DISCRIMINATION IN VIOLATION OF THE UNRUH CIVIL RIGHTS ACT
(6) TENANT HARASSMENT IN VIOLATION OF SECTION 37.10B OF THE SAN FRANCISCO RENT ORDINANCE, and
(7) UNFAIR BUSINESS PRACTICES

DEMAND FOR JURY TRIAL

Plaintiff alleges:

ALLEGATIONS COMMON TO ALL CAUSES OF ACTION

PARTIES

1. Plaintiff Saber Abuzahra ("Plaintiff") was an applicant for a residential tenancy at 33 8th Street, Unit 704, San Francisco, California 94103 ("Subject Unit") on or about February 28, 2024.

2. The Subject Unit is one of fifteen (15) or more residential units located at 33 8th Street, San Francisco, California ("Subject Property"). The Subject Unit is a one-bedroom, one-bath unit. The Subject Property is situated in the South of Market neighborhood.

3. The Subject Property was at all relevant times subject to the eviction and anti-harassment provisions of the San Francisco Residential Rent Stabilization and Arbitration Ordinance ("Rent Ordinance"). SAN FRANCISCO ADMIN. CODE §37.2(r).

4. At all relevant times, Defendant Trinity Towers G2 LLC ("Defendant Trinity" or "Trinity"), Defendant 33 8th Street LLC ("Defendant 8th Street"), and Defendant Greystar California, Inc., d/b/a/ Greystar ("Defendant Greystar" or "Greystar") owned and managed the Subject Property. Defendant Trinity, Defendant 8th Street, Defendant Greystar, and Defendant Does 1 through 10 are hereinafter collectively referred to as "Landlord Defendants."

5. Defendant Abode Services ("Defendant Abode" or "Abode"), Landlord Defendants, and Defendant Does 1 through 10 are hereinafter collectively referred to as "Defendants."

6. Plaintiff is unaware of the true identities, involvement, and/or capacities of Doe Defendants 1 through 10. Plaintiff is informed and believes that each Doe Defendant legally and proximately caused Plaintiff's damages. Plaintiff, therefore, sues these Doe Defendants under fictitious names pursuant to California Code of Civil Procedure section 474 and will request leave of the Court to amend this Complaint when their true names are ascertained.

7. At all relevant times, each Defendant was the agent, servant, employee, alter ego, or representative of the remaining Defendants, or acted with their consent, ratification, and authorization, and in doing the acts hereinafter alleged, each Defendant acted in such capacity with respect to the remaining Defendants.

JURISDICTION

8. This Court is the proper jurisdiction for this Complaint because the Subject Property is in its jurisdictional area, the parties signed a contract in its jurisdictional area, Defendants conduct business in its jurisdictional area, and Plaintiff was injured in its jurisdictional area.

9. The amount in controversy is within the jurisdiction of this Court.

OPERATIVE FACTS

BREACH OF CONTRACT

10. On or about February 28, 2024, Plaintiff and Defendants executed a Housing Assistance Payment (HAP) Contract ("HAP Contract"), attached here as EXHIBIT A.

11. Plaintiff is defined under the HAP Contract as "Participant/Tenant".

12. Defendant Trinity is defined under the HAP Contract as "Landlord/Owner".

13. The Subject Unit is defined under the HAP Contract as "Contract Unit".

14. The HAP Contract, as executed, stated, "Landlord shall rent or lease the Contract Unit to the Participant. The Participant and Landlord shall execute a rental or lease agreement if a written agreement is not already in place. A complete copy of the rental or lease agreement shall be provided to Abode immediately upon execution.".

15. Landlord Defendants failed to rent or lease the Subject Unit to Plaintiff.

WRONGFUL EVICTION

16. Despite agreeing to rent or lease the Subject Unit to Plaintiff, Landlord Defendants prohibited Plaintiff from occupying the Subject Unit.

DISCRIMINATION

17. On information and belief, an agent of Landlord Defendants made a recommendation to Landlord Defendants to refrain from renting or leasing the Subject Unit to Plaintiff based on Plaintiff's membership in a protected class; specifically, based on Plaintiff's race, nationality, and immigration status. On information and belief, Landlord Defendants followed the recommendation and refused to rent or lease the Subject Unit to Plaintiff on said basis.

EMOTIONAL DISTRESS AND ECONOMIC DAMAGES

18. As a result of Defendants' breach of contract, Plaintiff suffered from emotional distress, including anguish, nervousness, sleeplessness, stress, anxiety, worry, fear, discomfort, loss of enjoyment of life, and humiliation.

19. Defendants' conduct warrants an award of punitive damages because the conduct was willful, malicious, and oppressive in that Defendants acted in conscious disregard of Plaintiff's rights. Defendants knew they breached the HAP Contract by failing to lease or rent the Subject Unit to Plaintiff, wrongfully and constructively evicting Plaintiff.

FIRST CAUSE OF ACTION FOR BREACH OF CONTRACT BY PLAINTIFF AGAINST LANDLORD DEFENDANTS

20. Plaintiff re-alleges and incorporates by reference the foregoing paragraphs.

21. Landlord Defendants executed a written agreement, the HAP Contract, with Plaintiff.

22. Landlord Defendants failed to rent or lease the Subject Unit to Plaintiff as they were required to under the HAP Contract.

23. Plaintiff performed, or was excused from performance, all of his obligations under the HAP Contract.

24. As a proximate result of Landlord Defendants' breach of the HAP Contract, Plaintiff suffered from loss of use and enjoyment of his rental unit, loss of his subsidized unit, out-of-pocket expenses, property damage, property loss, emotional distress, and moving expenses.

SECOND CAUSE OF ACTION FOR FRAUD IN CONTRACT FORMATION IN VIOLATION OF CIVIL CODE SECTIONS 1572, 1709 & 1710 BY PLAINTIFF AGAINST ALL DEFENDANTS

25. Plaintiff re-alleges and incorporates by reference all foregoing paragraphs.

26. Defendants represented to Plaintiff by entering into a duly executed contract that Defendants were obligated to rent or lease the Subject Unit to Plaintiff.

27. Defendants' representation of the foregoing was false.

28. Defendants knew that the representation was false when they made it, or that

they made the representation recklessly and without regard for its truth.

29. Defendants intended that Plaintiff rely on the representation.

30. Plaintiff reasonably relied on Defendants' representation by, *inter alia*, obtaining rental insurance for the Subject Unit and preparing to move furniture and other belongings into the Subject Unit.

31. As a result of Defendants' acts and omissions, Plaintiff suffered emotional distress, loss of use and enjoyment of his residential unit, loss of a subsidized unit, out-of-pocket costs, property damage, property loss, moving costs, statutory damages, statutory penalties, and attorney fees and costs.

32. Plaintiff's reliance on Defendants' representation was a substantial factor in causing harm.

THIRD CAUSE OF ACTION FOR WRONGFUL EVICTION
IN VIOLATION OF THE SAN FRANCISCO RENT ORDINANCE
BY PLAINTIFF AGAINST ALL DEFENDANTS

1. Plaintiff re-alleges and incorporates by reference all foregoing paragraphs.

2. Under section 37.9 of the Rent Ordinance, no landlord or agent of a landlord shall endeavor to recover possession of a rental unit unless the landlord or landlord agent has a legitimate just cause for eviction. The Rent Ordinance enumerates only sixteen just causes.

3. Section 37.9(f) of the Rent Ordinance provides that whenever a landlord endeavors to recover possession of a dwelling unit in violation of section 37.9(a) of the Rent Ordinance, the tenant may sue for not less than three times actual damages, attorneys' fees, and whatever other relief the court deems appropriate.

4. Defendants wrongfully endeavored to recover and did recover possession of the Subject Unit from Plaintiff in violation of Rent Ordinance section 37.9. Defendants endeavored to recover possession and did recover possession of the Subject Unit by failing to deliver keys to the Subject Unit to Plaintiff pursuant to the terms agreed upon in the executed HAP Contract, and giving Plaintiff no other choice but to vacate his subsidized apartment without just cause.

5. As a result of Defendants' acts and omissions, Plaintiff was forced to

permanently vacate his home on March 8, 2024.

6. Defendants did not have just cause for endeavoring to recover possession of the Subject Unit from Plaintiff.

7. Defendants acted in knowing violation of, or in reckless disregard of, the Rent Ordinance. Defendants' conduct was malicious and oppressive in that Defendants acted in conscious disregard of Plaintiff's rights. As a result, Plaintiff is entitled to punitive damages in an amount according to proof and to the trebling of damages awarded for Plaintiff's emotional distress.

8. As a proximate result of Defendants' conduct, Plaintiff suffered emotional distress, loss of use and enjoyment of his residential rental unit, loss of a subsidized unit, out-of-pocket costs, property damage, property loss, moving costs, statutory damages, statutory penalties, and attorney fees and costs.

9.

FOURTH CAUSE OF ACTION FOR DISCRIMINATION IN VIOLATION OF THE FAIR HOUSING AND EMPLOYMENT ACT BY PLAINTIFF AGAINST LANDLORD DEFENDANTS

10. Plaintiff re-alleges and incorporates by reference all foregoing paragraphs.

11. Pursuant to the California Fair Employment and Housing Act ("FEHA") and Government Code Section 12955 it is unlawful for a housing provider to discriminate or harass any person because of, *inter alia*, race, religion, national origin, ancestry, or source of income.

12. Plaintiff is informed and believes that Defendants discriminated against him on the basis of race, religion, national origin, ancestry, and source of income by failing to perform their obligations pursuant to a duly executed contract.

13. Defendants knew that their actions and inactions toward Plaintiff amounted to unlawful discrimination against Plaintiff but did nothing to prevent, stop, or remedy the harassment and discrimination.

14. In discriminating against Plaintiff, Defendants acted with malice, oppression or fraud, or were deliberate, willful and acted in conscious disregard of the probability of causing

injury to Plaintiff. Accordingly, Plaintiff seeks punitive damages against Defendants in order to deter them from such conduct and allowing such conduct in the future. Defendants' violation of FEHA is a violation of a fundamental public policy against discrimination and is therefore subject to punitive damages.

15. As a direct result of Defendants' discriminatory housing practices, Plaintiff suffered from a leasehold worth substantially less than the contract value and rent paid, cost of repairs, loss of use and enjoyment of the rental home, property damage, property loss, emotional distress, statutory penalties, statutory damages, attorney fees, and litigation costs, In addition, Plaintiff is entitled to punitive damages and attorney's fees pursuant to Government Code Section 12989.2.

FIFTH CAUSE OF ACTION FOR DISCRIMINATION IN VIOLATION OF THE UNRUH CIVIL RIGHTS ACT BY PLAINTIFF AGAINST LANDLORD DEFENDANTS

16. Plaintiff re-alleges and incorporates by reference all foregoing paragraphs.

17. Defendants injured Plaintiff by committing unlawful practices in violation of the Unruh Civil Rights Act, Civ. Code §§51-52, in connection with the ownership and operation of a property management company and residential rental property, which are business establishments within the meaning of Civil Code § 51.

18. As a direct result of Defendants' discriminatory housing practices, Plaintiff suffered from a leasehold worth substantially less than the contract value and rent paid, cost of repairs, loss of use and enjoyment of the rental home, property damage, property loss, emotional distress, statutory penalties, statutory damages, attorney fees, and litigation costs. Accordingly, Plaintiff is entitled to actual damages pursuant to Civil Code § 52 in an amount to be proven at trial.

19. Pursuant to Civil Code §52, Plaintiff is entitled to statutory damages of up to three times his actual damages, but not less than $4,000, for each violation.

SIXTH CAUSE OF ACTION FOR TENANT HARASSMENT IN VIOLATION OF SECTION 37.10B OF THE SAN FRANCISCO RENT ORDINANCE BY PLAINTIFF AGAINST ALL DEFENDANTS

20. Plaintiff re-alleges and incorporates by reference all foregoing paragraphs.

21. Under Section 37.10B of the Rent Ordinance, no landlord or landlord agent shall harass a tenant in any of fifteen enumerated ways.

22. Defendants conspired to violate and did violate Section 37.10B of the Rent Ordinance by, among other things, doing the following:

a. Interrupting, terminating, or failing to provide housing services required by contract or by State, County or local housing, health or safety laws; and

b. Interfering with Plaintiff's right to quiet use and enjoyment of the Subject Unit as that right is defined by California law.

23. Defendants did these acts with the intent to cause Plaintiff to vacate the Subject Unit.

24. Defendants did these acts in bad faith and in knowing violation of or reckless disregard of the Rent Ordinance.

25. As a proximate result of Defendants' conduct, Plaintiff suffered the loss of a rental unit, emotional distress, bodily injury, moving expenses, out-of-pocket costs, a leasehold worth less than the rent paid, property loss, property damage, statutory damages, treble damages, and attorney fees and costs.

SEVENTH CAUSE OF ACTION FOR UNFAIR BUSINESS PRACTICES BY PLAINTIFF AGAINST ALL DEFENDANTS

26. Plaintiff re-alleges and incorporates by reference the foregoing paragraphs.

27. Plaintiff brings this cause of action under Business and Professions Code section 17200 *et seq*. and section 17500 as an individual who has suffered injuries in fact and has lost money as a result of the Defendants' acts described herein.

28. At all times relevant herein, Defendants were conducting business under the laws of the State of California and the City and County of San Francisco as landlords and/or property managers of the Subject Property. In conducting said business, Defendants were obligated to comply with applicable California and local laws.

29. Defendants engaged in unlawful and unfair business practices by failing to perform their obligations pursuant to a duly executed contract and unlawfully discriminating against potential tenants.

30. Defendants' violations of the law resulted in Plaintiff's permanent loss of use and enjoyment of his home.

31. By failing to comply with California, local, and common law obligations relating to lessors of residential premises, as alleged herein, Defendants have engaged in unfair and unlawful business practices within the meaning of Business and Professions Code section 17200.

32. As a result of the unfair business practices by Defendants, Defendants illegally profited at the expense of Plaintiff by failing to perform their obligations pursuant to a duly executed contract and by unlawfully denying Plaintiff housing on the basis of race, religion, national origin, source of income, and other unlawful basis. Defendants also illegally profited by recovering possession of the Subject Unit without just cause.

DEMAND FOR JURY TRIAL

WHEREFORE, Plaintiff demands a trial by jury.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment against Defendants as follows:

1. For general damages;
2. For special damages according to proof;
3. For contractual damages under applicable causes of action;
4. For economic damages, including loss of the rent-controlled apartment;
5. For damages for emotional distress under applicable causes of action;
6. For damages for annoyance and discomfort under applicable causes of action;
7. For attorney fees, expert witness fees, and costs pursuant to statute and contract and under applicable causes of action;

8. For statutory damages, including treble damages, under applicable causes of action, including the San Francisco Rent Ordinance;
9. For statutory penalties under applicable causes of action;
10. For damages for personal injury, bodily injury, and emotional distress under applicable causes of action;
11. For punitive damages under applicable causes of action;
12. For an order requiring Defendants to disgorge any improper profits and restore Plaintiff's monetary losses resulting from Defendants' unfair business practices; for restitution to Plaintiff of those profits and losses;
13. For prejudgment interest on the amount of any damages awarded;
14. For tax neutralization damages; and
15. For such other and further relief as the Court may deem just and proper.

Dated: March 3, 2025

OPEN DOOR LEGAL

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Koohyar Hasanizadeh
Attorney for Plaintiff